

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Myriad Creative 6033 W. Century Blvd., Suite 900 Los Angeles, CA. 90045	2. Registration No. <div style="font-size: 2em; font-family: cursive;">6549</div>
3. Name of Foreign Principal Tourism Northern Territory	4. Principal Address of Foreign Principal Level 1, Alice Plaza Alice Springs, Northern Territory, Australia 0870
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Tourism branch b) Name and title of official with whom registrant deals George Christakis, International Marketing Manager	
7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom registrant deals c) Principal aim	

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
April 30, 2018	Mike Price, Executive Vice President	/s/ Mike Price
		eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Myriad Creative

2. Registration No.

6549

3. Name of Foreign Principal

Tourism Northern Territory

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Myriad provides representation for Tourism Northern Territory in the Americas, including consumer marketing, trade marketing, social media and public relations. All efforts are aimed at raising awareness of the Northern Territory and promoting it as a destination for tourism.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Refer to #7

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
April 30, 2018	Mike Price, Executive Vice President	/s/ Mike Price
		eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONTRACT FOR SERVICES - INTERNATIONAL SERVICES

BETWEEN

TOURISM NT

AND

MYRIAD CREATIVE INC

Solicitor for the Northern Territory
68 The Esplanade, Darwin
Telephone: 08 8935 7801 Facsimile: 08 8935 7810
File reference: 20131353
Document reference: SFNTD13/24121

DETAILS

PARTIES

TOURISM NT (ABN 17 435 764 236) a statutory body established by the *Tourism NT Act* ("Principal")

AND

MYRIAD CREATIVE INC (BRN 95 424 9810) ("Contractor")

BACKGROUND

- A. The Principal issued a request for tender which invited tenders for the provision of international services for a period of 30 months.
- B. The Principal wishes to engage the Contractor to supply the services pursuant to this Contract for Services.

AGREED TERMS

1. SCOPE OF CONTRACT

Upon signing of this Contract by both the Contractor and the Principal, the Contractor will be engaged to provide the Services in accordance with the Contract.

2. INTERPRETATION OF TERMS

In this Contract, unless the context otherwise requires:

'Agency' means a department, agency or statutory authority of the Northern Territory of Australia.

'Annexure' means the document at Schedule 1.

'Business Day' means any day which is not a Saturday, Sunday or a NT wide public holiday within the meaning of the *Public Holidays Act*.

'Business Hours' means from 8.00am to 5.00pm on a Business Day.

'Completion' means the Principal has determined that the performance of the Services, or a particular Service, has reached the stage where the Services are complete.

'Contract' means the document or documents which constitute the final and concluded agreement between the Principal and the Contractor concerning the performance of the Services, comprised of the documents described in clause 3.

'Contractor' means the legal entity that, as party to the Contract is bound to execute the Services in accordance with the Contract and includes the successors and lawful assigns of the Contractor.

'Date of Acceptance' means the date on which the Contract is signed by the Principal and the Contractor.

'Fixed Scheduled Services' means a procurement Contract subject to specified terms and conditions where the Principal is obliged to accept and the Contractor has agreed to provide the Services according to the timetable or program set out in the Contract.

'Intellectual Property' includes all copyright and neighbouring rights, and all rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

'Lump Sum' means the Contractor has agreed to provide the Services for the total price as set out in the Contract.

'Official Order' means an order issued on the Contractor whether on paper or by electronic means, which conveys the essential details of a particular service requirement under the Contract and includes any methods of ordering the Services specifically referred to in the Contract.

'Principal' means Tourism NT, a statutory body created by the *Tourism NT Act*.

'Principal's Representative' means the person nominated to exercise the duties; discretions and powers vested in the Principal under the Contract. The Principal's Representative is nominated in the Annexure.

'Rate' means the rates the Contractor will charge for the Services, set out in Schedule 4.

'Request for Tender (RFT)' means the document(s) containing or referring to the Conditions of Tendering and Contract, the Annexure, Special Conditions of Contract (if any), Northern Territory Procurement Code, Scope of Services, Response Schedules and any other document issued for the purposes of inviting tenders for the Services.

'Schedule of Rates' means any schedule included in the Contract which, in respect of any section or item of the Services to be carried out, shows the respective unit rate of payment for performance of that Service.

'Scope of Services' means the document describing the Services and set out at Schedule 2.

'Services' means the services described and quantified in the Scope of Services that are to be performed by the Contractor in accordance with the Contract, including all variations provided for by the Contract.

'sub-contractor' means a person other than the Contractor's employees, engaged by the Contractor who provides goods and/or services to the Contractor.

'Tax Invoice' has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999*.

In the Contract, unless the contrary intention appears:

- (a) headings are for the purpose of convenient reference only and shall not be used in the interpretation of these conditions;
- (b) the singular includes the plural and vice-versa;
- (c) a reference to one gender includes the other;
- (d) a reference to a person includes a natural person, body politic, body corporate or a partnership, joint venture, incorporated association, government, local government authority or agency;
- (e) a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of the Contract.
- (f) if the last day of any period prescribed for the doing of an action falls on a day which is not a Business Day, the action shall be done no later than the end of the next Business Day;
- (g) a reference to time is to Australian Central Standard Time;
- (h) a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
- (i) a reference to a 'US\$', '\$' or 'USD' means the U.S. dollar or American dollar, unless otherwise stated;
- (j) a reference to a "measurement" means Australian legal units of measurement unless otherwise specified;
- (k) a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Effective Date and updated from time to time, or alternatively, a reference to another version of the document if agreed in writing between the parties;
- (l) the word 'includes' in any form is not a word of limitation;
- (m) a reference to a clause includes a reference to a subclause of that clause; and
- (n) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure.

3. FORMATION AND COMPOSITION OF CONTRACT

The Contract is formed upon the signing of the Contract by both the Principal and the Contractor.

The Contract is comprised of:

- (a) this document;
- (b) Schedule 1 - the Annexure;
- (c) Schedule 2 - the Scope of Services;
- (d) Schedule 3 - Personnel
- (e) Schedule 4 - the Rates; and
- (f) any other document expressly referred to in items (a) to (f) of this clause as forming part of the contract (together the Contract).

If there is any inconsistency between any of the documents that comprise the Contract, the documents will be interpreted in the order set out in (a) to (e) above, so that the provision in the higher ranked document, to the extent of the inconsistency, shall prevail.

4. NATURE OF CONTRACT

4.1 Type of Contract

The type of Contract will be stated in the Annexure.

4.2 Basis of Payment

The basis for payment is stated in the Annexure.

Where the Contract is deemed to be on a Fixed Scheduled Services basis, the sum payable shall be, subject to any adjustment made pursuant to the Contract, the monthly measured quantity of each item of the Services performed at the rate set out in the Schedule of Rates.

Where the Contract is deemed to be on a Lump Sum basis, the sum payable shall be, subject to any adjustment made pursuant to the Contract, the amount and under the provisions as stated in the Contract.

4.3 Period of Contract

The Contract is a Period Contract. The initial period of the Contract is the period stated in the Annexure. The Contract shall commence in accordance with the nomination in the Annexure, being either a specific date or the Date of Acceptance.

4.4 Contract Extension

The Principal has the right to extend the Contract for any further period(s) as stated in the Annexure. There is no obligation on the Principal to extend the contract.

An extension to the Contract is not valid until the Principal gives the Contractor the opportunity to submit revised rates and the Principal agrees to any revised rates and notifies the Contractor in writing that the Contract is extended.

It is the intention that revised rates shall reflect the Contractor's current costs based on relevant cost adjustment indices or other industry factors and shall not provide for increases in profit margin.

4.5 Estimated Quantities

Although every endeavour has been made to form an accurate estimate of Services required during the period of the Contract, the Principal does not bind itself to take the quantities stated, but reserves the right to order greater or lesser of the quantities according to requirements during that time.

If in the opinion of the Principal, specific requirements of the Agency are outside the scope and intent of the Contract, the Principal shall be free to obtain the requirements or any part of them by other means.

4.6 Price Adjustment

The basis of price adjustment if any, to the Rates shall be as stated in the Annexure.

If the Contract allows a review of the Rates, the Contractor shall submit to the Principal for approval, a written application for price adjustment in accordance with the formula below. The application shall include adequate information to substantiate the adjustment in Rates.

It is the intention that revised Rates shall reflect the Contractor's current costs based on relevant cost adjustment indices or other industry factors and shall not provide for increases in profit margin.

Price adjustment shall take effect at either the date allowed for in the Contract or the Contractor's application date, whichever is the latter. There shall be no retrospective adjustment of the Rates.

Pending notification in writing from the Principal of approval of an amendment to the Rates (which shall not be unreasonably withheld), claims for payment shall be submitted at the existing Rate.

Price Adjustment will be on the following basis:

- a) Rates shall be firm for the first twelve (12) months and thereafter subject to annual price adjustment.
- b) Price adjustment shall take effect at either the date allowed for in the Contract or the Contractor's application date, whichever is the latter. The adjustment shall be undertaken once annually on anniversary of Contract commencement date. Adjustment shall apply until the next adjustment date. There shall be no retrospective adjustment of Rates.
- c) The relevant statistics used for the calculation of price adjustment shall be drawn from the most recent Government Statistical Office Publication of the Country where Contractor is based.

Pn Is the New Price, expressed as \$. Calculate New Price by applying the formula set out below to the Base Price.

Pb Is the Base Price, expressed as \$. This is the price accepted by the Principal as the initial contract rate or sum.

Mc Is the price component subject to price adjustment and shall be 0.90 (90%).

Fc Is the price component not subject to price adjustment and shall be 0.10 (10%).

Mn Is the New CPI General Index applicable at the adjustment date.

Mb Is the Base CPI General Index and for this Contract shall be the index effective at closing for this tender.

$$Pn = Pb \times ([Mc \times (Mn/Mb)] + Fc)$$

Note: "x" means "multiply" & "/" means "divide" by the value following the symbol; calculations in the internal brackets to be performed first.

4.7 Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the Northern Territory of Australia.

The parties submit to the jurisdiction of the Courts of the Northern Territory at Darwin, Northern Territory in respect of all matters arising under this Deed.

The Contractor is responsible for ensuring that, in carrying out the Services, it complies with all laws in place in the countries in which it operates.

5. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties and supersedes any previous agreements or understandings.

6. GENERAL OBLIGATIONS OF THE PARTIES

Both the Principal and the Contractor will, at all times:

- (a) act reasonably in performing their obligations and exercising their rights under the Contract;
- (b) diligently perform their respective obligations under this Contract; and

- (c) work together in a collaborative manner.

7. PRINCIPAL'S RESPONSIBILITIES AND OBLIGATIONS

The Principal shall give or cause to be given to the Contractor timely instructions, decisions and information sufficient to define the requirements of the Services.

The address for service of notices is stated in the Annexure.

7.1 Principal's Representative

The Principal's Representative shall exercise the duties discretions and powers vested in the Principal under the Contract except this power of appointment.

The Principal's Representative is nominated in the Annexure.

7.2 Contract Manager

For the purpose of exercising some of the powers, duties, discretions and authorities, vested in him on behalf of the Principal, the Principal's Representative may from time to time appoint a representative ('Contract Manager'). The Contract Manager will be notified in the Notice of Acceptance.

The Contract Manager will be as first point of contact for all matters under the Contract.

The Contractor shall recognise and accept notices from the Contract Manager as if the Principal's Representative issued such. Any reference to the Principal within these conditions shall be deemed to be a reference to the Contract Manager so far as it concerns the exercise of the Contract Manager's powers by virtue of his appointment.

8. SUPPLY OF SERVICES BY OFFICIAL ORDER

The Contractor shall fulfil all Official Orders for particular Services placed by the Contract Manager during the currency of the Contract.

9. DIRECTIONS

The Contractor shall comply with any direction either orally or in writing issued, given or served upon him by the Principal. Any direction given orally shall, as soon as practicable after it is given, be confirmed in writing.

For the purposes of this clause the word "direction" includes any agreement, approval, authorisation, certificate, decision, demand, determination, direction, explanation, instruction, notice, notification, order, permission, rejection, request or requirement which the Principal may make, give or issue pursuant to the provisions of the Contract.

10. CONTRACTOR'S RESPONSIBILITIES AND OBLIGATIONS

The Contractor warrants that:

- (a) the Services shall be fit for purpose and carried out in accordance with the requirements of the Contract and with all due care and skill and to the highest quality and professional standards, principles and practices;
- (b) in addition to complying with the other provisions of this Contract the Contractor shall comply with all statements or representations as to its performance or the provision of the Services contained in the Tender;
- (c) the Services shall be carried out by the Contractor's employees, or sub-contractors set out in Schedule 3 and no additional charge will be claimed where replacement employees are required;
- (d) it shall provide such further information in relation to the provision of the Services as reasonably required by the Principal;
- (e) the information contained in the Tender as to the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Contractor and the Contractor's employees and sub-contractors is correct;

- (f) it has established and will comply with and maintain during the Contract, the Performance Management Plan arrangements set out in the Contract; and
- (g) it will maintain all certificates, licenses, authorisations required to perform the Service by the country where the Services will be carried out.
- (h) it is responsible for any monies paid in advance by the Principal including providing details of acquittal.

The Contractor shall, unless the Contract otherwise provides, supply at its own cost and expense everything necessary for the proper completion of the Services and the proper performance of its obligations under the Contract.

The Contractor shall, in providing or undertaking the Services, observe and comply with the requirements of all laws (including, without limitation, the requirements of any subordinate legislation or instrument) currently in existence or that are at any time during the term brought into existence, and must comply with the lawful requirements of public or other authorities, in the Country where the Services are to be provided or undertaken.

11. CONTRACTOR'S REPRESENTATIVE

The Contractor shall appoint a representative ('Contractor's Representative') to be the first point of contact with the Principal. The Contractor's Representative shall be nominated to the Principal in writing.

Any direction given to the Contractor's Representative shall be deemed to be a direction issued to or served upon the Contractor.

Matters within the knowledge of the Contractor's Representative shall be deemed to be within the knowledge of the Contractor.

The Contractor or its representative shall have sufficient command of the English language to be able to read, converse and receive instructions in English.

The Contractor may, with the prior written approval of the Principal, cancel the appointment and shall nominate another Contractor's Representative.

12. REPLACEMENT OF CONTRACTOR'S PERSONNEL

The Contractor shall notify the Principal immediately of any changes in the Contractor's key personnel undertaking the Services.

13. POWER TO DISMISS

The Principal may require the Contractor to replace, at its absolute discretion, personnel employed in performing the Services, whether employed by the Contractor or not and the Contractor shall immediately comply with or ensure immediate compliance with such requirement and the Contractor shall not again employ a person so removed on or in connection with the Services.

14. STATUS OF CONTRACTOR

The Contractor, its employees and sub-contractors thereof, in performing the Services, are not for any purpose a servant or employee of the Principal.

The Contractor will obtain approval from the Principal before any documentation is produced or process actioned that indicates any type of relationship with the Principal.

15. NOTICES

15.1 Services of Notices

Notice must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or by electronic means to the recipient's address for Notices set out in the Contract, as varied by any Notice given by the recipient to the sender.

15.2 Effective on Receipt

Any notice given in accordance with sub-clause 15.1 sent to the address set out in the Contract, takes effect when it is taken to be received (or at a later time specified in it) and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by post, three (3) Business Days after the date of posting (or seven (7) Business Days after the date of posting if posted to or from a place outside Australia); and
- (c) if sent by electronic transmission, on receipt by the sender of a transmission report from the despatching machine indicating that the notice sent was received in its entirety at the recipient's machine unless, within eight (8) Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice;

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 8.00am on the next Business Day.

16. TRANSITION IN ARRANGEMENTS

The Contractor will be required to undergo an induction as dictated by the Principal. The Contractor must also proactively maintain a current respect and understanding of the Northern Territory Government priorities, corporate culture, procedures and policies. This information will be delivered electronically and verbally. Templates for reporting and approval processes will also be provided.

17. TRANSITION OUT ARRANGEMENTS

At the end of the Contract term, subject to any extensions made pursuant to the Contract, the Contractor will be required to provide for the Principal all electronic files, registration of Tourism NT assets, and a written report on all projects/activities in progress and conduct a verbal handover to any incoming Contractor.

18. ARRANGING COMPETITIONS FOR THE PRINCIPAL

The Contractor must prior to conducting any promotional competitions outside Australia on behalf of the Principal ("Competitions"):

- (a) provide sufficient details to the Principal to enable it to make an informed decision about the benefits of participating in the Competition including:
 - (i) details of any third parties that are proposed to be involved in the Competition "Competition Partners" including their proposed contributions to the Competition;
 - (ii) proposed contributions to the Competition from the Principal;
 - (iii) how it is proposed to promote the Competition;
 - (iv) details of the target audience "Target Audience";
 - (v) details of the prizes to be awarded to the Target Audience in the Competition;
 - (vi) details of approvals obtained (where required) to conduct the Competition.
- (b) ensure that the Principal has approved the terms and conditions of the Competition in writing before publishing any details concerning the Competition including:
 - (i) the written terms to apply to the Target Audience;
 - (ii) the written terms of the agreement between the Principal and Competition Partners.

19. CONFLICT OF INTEREST

The Contractor shall inform the Principal of any matter, which may give rise to an actual or potential conflict of interest of the Contractor at any time during the currency of the Contract. This information shall be treated confidentially.

20. CONFIDENTIALITY AND PUBLICITY

20.1 Confidentiality

- (a) For the purposes of this sub-clause 20.1 "Confidential Information" means any information or material relating to the Contract or the Services including (without limitation):
 - (i) any information that by its nature is confidential;
 - (ii) any information designated as confidential; and
 - (iii) any information that the Contractor knows is confidential.
- (b) The Contractor shall hold all Confidential Information in confidence and shall not make any use of it, except for the purposes of performing its obligations or exercising its rights under the Contract and shall not disclose or permit or cause the Confidential Information to be disclosed to any person, except:
 - (i) as authorised by the Principal under the Contract or otherwise;
 - (ii) to its employees or contractors, to the extent needed to perform their obligations under the Contract;
 - (iii) where the disclosure is required to be disclosed by law.
- (c) The Contractor shall ensure that its employees and all consultants, contractors and suppliers engaged by the Contractor for the performance of the Contract comply with the requirements of this sub-clause 20.1.

20.2 Media and Publicity

- (a) The Contractor shall not issue or be involved with the release of, any information, publication, statement, interview, advertisement (other than the legitimate advertising [eg staff or subcontractors/suppliers), award nomination, document or article for publication concerning the Contract, or the Services in any media without the prior written approval of the Principal.
- (b) Prior to taking any action or doing anything the Contractor shall refer:
 - (i) any media enquiries concerning the Contract, the Principal or the Services to the Principal for the Principal's written response; and
 - (ii) any media requests concerning the Contract, the Principal or the Services (including, without limitation, requests to access or take photographic or video footage) to the Principal, for the Principal's written consent, which consent may be given or withheld, in the Principal's absolute discretion.

The Contractor shall ensure that its employees and all consultants, contractors and suppliers engaged by the Contractor for the performance of the Contract comply with the requirements of this sub-clause 20.2 and obtain the Principal's prior written consent (through the Contractor) before responding to enquiries or publishing anything of the type referred to in this sub-clause 20.2.

21. INDEMNITIES

The Contractor shall keep the Principal and employees or agents of the Principal indemnified against any legal liability, loss, claim, action or proceeding including (without limitation) for personal injury to, or death of any person or for damage to any property arising from the carrying out of the Services (except loss or damage caused by any negligent act, omission or default of the Principal or employees or agents of the Principal) and from any costs and expense that may be incurred in connection with any such loss, claim, action or proceeding.

The Contractor shall indemnify the Principal at all times against any compensation paid by the Principal or any action, claim, demand or expense arising from or incurred by the Principal by reason of the infringement by the Contractor of any patent, design, trademark, copyright or other intellectual property right of a third party.

22. INSURANCES

22.1 Public Liability Insurance

Before commencing the Services, the Contractor shall take out and maintain for the currency of the Contract a Public Liability policy of insurance to cover any liability that it may have or that may arise to third parties in accordance with the laws or requirements of the country where the Services are to be performed.

The Policy shall be for an amount of not less than the sum stated in the Annexure, for any one occurrence.

The effecting of insurance shall not limit the liabilities or obligations of the Contractor under other provisions of the Contract.

The Contractor shall ensure that all sub-contractors take out Public Liability Insurance that meets the requirements of this clause.

22.2 Other Insurances

Before commencing the Services, the Contractor shall take out and maintain for the currency of the Contract any other insurance as required by or which are ordinarily taken out by prudent Contractors, undertaking services or activities similar to the Services, in the country where the Services are to be performed.

The effecting of insurance shall not limit the liabilities or obligations of the Contractor under other provisions of the Contract.

The Contractor shall ensure that all sub-contractors also take out insurance that meets the requirements of this clause.

22.3 Lodgement of Certificates of Currency

The Contractor shall, if so requested, provide the Principal with copies of Certificates of Currency and summaries of key provisions for all insurance policies required. Under clause 22 including those of any sub-contractors (including self-employed contractors and persons employed under labour hire agreements):

- (a) prior to commencing the Services under the Contract;
- (b) within two (2) days of a written request by the Principal;
- (c) within seven (7) days after the Contractor renews an insurance policy; and
- (d) within seven (7) days after the Contractor makes any change to an insurance policy.

The Contractor will not cancel any Insurance Policy, or conduct itself in a manner that brings about such a cancellation of an insurance policy, except with the written consent of the Principal.

23. INTELLECTUAL PROPERTY

23.1 Intellectual Property Ownership

All Intellectual Property Rights in all things produced by the Contractor in the course of performance of the Services shall belong with the Principal, including without limitation the future copyright in all things produced by the Contractor in the course of performance of the Services, which future copyright is hereby assigned to the Principal. The Contractor must disclose to the Principal all Intellectual Property Rights arising out of or in connection with the performance of the Services and do anything necessary to vest in the Principal the Intellectual Property Rights in all things produced by the Contractor "Contract Material".

Nothing in this agreement shall affect the property rights in existing material. The Principal does not own Intellectual Property Rights in the Contractor's methodologies or other proprietary information or copyright in existing publications or other work produced by or on behalf of the Contractor in existence at or prior to the commencement of the Contract.

If the contract is terminated prior to the completion of the Services, the Contractor must license to the Principal free of charge the Intellectual Property Rights in the prior existing work if the Principal requires that work for the purpose of completing the Services.

The Contractor must:

- (a) notify the Principal as soon as it becomes aware of any suspected, threatened or actual infringement of any intellectual property rights in the Contract Material;
- (b) provide reasonable assistance the Principal may request to defend any alleged infringement;
- (c) provide all reasonable assistance the Principal may request to protect the intellectual property rights in Contract Material.

23.2 Use of Tourism NT Image Gallery Images

For the purposes of this clause the term "Tourism NT Image Gallery" means the internet website that contains the Tourism NT Images and the Tourism NT Logos.

The Principal grants the Contractor a non-exclusive, non-transferable, royalty free revocable license to use Principal owned images and logos from the Tourism NT Image Gallery library for the sole purpose of providing the required Services provided that:

- (a) the Contractor agrees to be bound by the terms and conditions set out in the Agreement for Use of the Tourism NT Image Gallery;
- (b) the Contractor obtains appropriate permissions for the use of all images prior to their use. Evidence of the permission is to be available for inspection by the Principal if requested;
- (c) the Contractor uses images directly from the Tourism NT Image Gallery by downloading them from the Gallery;
- (d) the Contractor does not store images downloaded or obtained from the Tourism NT Image Gallery in any manner without prior written permission from Tourism NT.

The Contractor must:

- (a) notify the Principal as soon as it becomes aware of any suspected, threatened or actual infringement of any intellectual property rights in images from the Tourism NT Image Gallery;
- (b) provide reasonable assistance the Principal may request to defend any alleged infringement;
- (c) provide all reasonable assistance the Principal may request to protect the intellectual property rights in Contract Material.

24. TIME FOR COMMENCEMENT AND COMPLETION

The Contractor shall commence the Services within the time stated in the Contract or Official Order.

The Contractor shall complete the Services within the time stated in the Contract or Official Order or within such extended time as agreed to in writing by the Principal.

25. PERFORMANCE MANAGEMENT PLAN

Where a performance management plan "the Plan" has been specified in the Annexure, the Contractor will establish, document, implement and maintain the Plan throughout the course of the Contract.

The Contractor will develop the Plan in close consultation with Principal and in accordance with the Principal's approved policies, procedures and templates. The Plan will include agreed key performance indicators, financial and management reports and a plan to implement and review the required Services.

Within fourteen (14) days of award of the Contract, the Contractor shall submit to the Principal for approval one copy of the Plan. The Principal shall within a reasonable time from receipt either approve the Plan, or reject it, giving reasons for the rejections. The Contractor shall rectify the deficiencies and resubmit the Plan to the Principal for approval.

26. INVOICING AND PAYMENT

Unless otherwise provided for in the Contract, the fee and any approved associated disbursement and expenses shall constitute the Contractor's only remuneration for the Services and shall be

deemed to include familiarisation and compliance with all the requirements, standards, procedures and instructions of the Principal.

All claims for payment made by the Contractor shall be in the form of an invoice. The Contractor shall submit a claim for fees and such authorised expenses and disbursements and provide the Principal with evidence of those costs. The Contractor shall provide any further details in regard to the Services claimed upon request by the Principal.

If the Principal disputes the invoice amount the Principal shall certify the amount it believes is due for payment, which shall be paid by the Principal and the liability of the balance of the payment shall be determined in accordance with the Contract.

The payment of monies pursuant to this clause shall not be taken as evidence against or as an admission by the Principal or the Agency that the Services have been executed in accordance with the Contract or the value thereof, but shall be taken to be payment on account only. The Principal reserves the right to recover any overpayment.

Unless otherwise agreed, the Contractor shall submit claims for payment at monthly intervals and the Principal shall make payments within thirty (30) days of receipt of claims that are not disputed.

Failure by the Principal to pay the amount by the due date:

- (a) will not be grounds to vitiate or avoid the contract; and
- (b) will entitle the Contractor to make a claim for interest penalties on the late payment.

Interest penalties must be claimed within ninety (90) days of the date the late payment was made by the Principal and the claim must be in the form of an invoice. Interest penalties are to be calculated daily, for the period after the due date until the date payment is made by the Principal, at the ninety (90) day bank bill swap rate published on 1 June each year by the Australian Financial Markets Association. Where an interest penalty period spans 1 June, the rate shall be the rate published in the year the original invoice was issued.

The Principal will not be liable for interest penalties on any payments in respect of interest penalties.

27. VARIATIONS

The Principal reserves the right to order or approve changes to the scope of the Services by written change order to the Contractor.

Any such change whether involving addition to or omission from or alteration to the Services shall not vitiate the Contract and the Contractor shall not have any claim to compensation by reason of any such change.

In the event any such change so ordered or approved by the Principal causes an increase or decrease to the cost of the Services, the Contractor shall submit a pricing proposal to the Principal for its approval. The Principal will then notify the Contractor whether it approves the pricing proposal.

If the Principal does not approve a pricing proposal and the parties are unable to agree upon an equitable adjustment of the contract price to the extent it is affected by such change the difference shall be referred for determination in accordance with clause 30.

28. ASSIGNMENT

The Contractor shall not assign the Contract, mortgage, charge or encumber any of the monies payable under the Contract or any other benefit whatsoever arising under the Contract, without consent of the Principal. Such consent shall not be unreasonably withheld.

29. SUB-CONTRACTING

Should the Contractor desire to sub-contract any part or parts of the Services it shall submit to the Principal the names of the proposed sub-contractors the nature of the Services that it is intended they undertake. No sub-contractor shall be employed in connection with the Services unless such approval is first obtained. Such approval shall not be unreasonably withheld.

Any sub-contract shall be in writing and contain the provision that progress payments to the sub-contractor shall be made within fourteen (14) days after the Contractor has received payment from the Principal.

Nothing contained in the Contract shall in any way be construed as relieving the Contractor of its responsibility for the performance of the Contract according to its tenor.

30. DISPUTES

The Contractor shall, in respect of any dispute or difference arising out of the Contract and not later than twenty one (21) days after the dispute or difference arises, submit the matter at issue in writing with detailed particulars of the matter at issue to the Principal for decision and the Principal shall as soon as practicable thereafter give a decision in writing to the Contractor.

If the Contractor is dissatisfied with the decision of the Principal, the Contractor may, not later than thirty-five (35) days after the decision is given, notify the Principal that it requires the matter to be referred for expert determination, in accordance with the expert determination process detailed in "Northern Territory of Australia - Expert Determination", a copy of which is available from the place of issue of the RFT documents or from:

www.dob.nt.gov.au/business/tenders-contracts/legislative_framework/tendering-contract/Pages/default.aspx

If the Principal does not receive the notice requiring expert determination within the prescribed time, the Principal's decision shall not be subject to expert determination.

31. TERMINATION

Without prejudice to any other remedy of the Principal at Law, if the Contractor:

- (a) fails to carry out the Services at a rate or level of progress satisfactory to the Principal;
- (b) neglects or omits to carry out any instruction of the Principal in respect of the Services;
- (c) fails to complete the whole or a part of the Services within the period specified for completion or such extended time as the Principal may approve;
- (d) in the reasonable opinion of the Principal, fails to carry out the Services to the highest quality and professional standards, principles and practices;
- (e) conducts itself in a manner that, in the reasonable opinion of the Principal, brings the Principal or its related entities into disrepute;
- (f) intimates that the Contractor is unwilling or unable to complete the Services; or
- (g) becomes insolvent or bankrupt, or being a company goes into liquidation,

the Principal may, by notice in writing to the Contractor:

- (a) terminate the Contract whereupon all sums of money which may remain in the hands of the Principal, may be forfeited to the Principal and on being so forfeited shall become vested in or become payable to the Principal; or
- (b) take the Services wholly or partly out of the control of the Contractor and complete the Services by any other means the Principal so decides.

32. TERMINATION FOR CONVENIENCE

Either party may terminate the Contract by giving thirty (30) days written notice to the other party.

Termination of the Contract under this clause shall not relieve the Principal or the Contractor of their respective rights and obligations under the Contract or any Official Order up to and including the date of any such termination.

33. RIGHTS OF PRINCIPAL TO RECOVER MONIES

Should the Principal take action pursuant to the clause titled "Termination" sub-clause (b), then all losses, costs, charges and expenses incurred or sustained by the Principal in completing the Services will be deemed to be a debt due to the Principal by the Contractor and will be deducted from any monies that may then or may thereafter become due to the Contractor and if the monies

are less than the amount so deductible the amount of the deficiency shall be a debt due by the Contractor to the Principal.

34. PERFORMANCE REPORT

The Contractor agrees that every twelve (12) months, upon completion of the Services, or the termination of the Contract:

- (a) the Principal will prepare a Contractor's Performance Report ('the Report');
- (b) the Principal shall liaise with the Contractor in completing the Report although the Principal reserves the ultimate right to complete the Report (other than the contractor's comments); and
- (c) the Principal may use and/or release the Report to other Agency of the Commonwealth or any State or Territory for evaluation of the Contractor's performance in the assessment of future Tenders.

The Contractor agrees that neither the Contractor nor any other person shall have any claim against the Principal or employees or agents of the Principal under any circumstances as a result of the preparation and use of the Report.

35. PRIVACY

For the purposes of this Clause unless the context otherwise requires:

'Act' means the *Information Act (NT)*;

'Privacy Laws' means the Act; and the Information Privacy Principles set out in the Act or any "code of practice" approved under the Act that applies to any of the parties to this Contract.

'Personal Information' means all information about a person that is "personal information" as defined in the Act, which is collected and/or handled by any of the parties in connection with this Contract.

The Contractor agrees to deal with all Personal Information in a manner, which is consistent with the Privacy Laws and any other relevant privacy legislation, as if the Contractor were a public sector organisation operating in the NT.

The Contractor is to collect, use, disclose or otherwise deal with Personal Information only for the purposes of fulfilling its obligations under this Contract.

The Contractor is not to disclose Personal Information without the written authority of the Principal, and in any event disclosure is to be in accordance with the Privacy Laws. The Contractor is to immediately notify the Principal where it becomes aware that a disclosure of Personal Information may be required by law.

The Contractor is to ensure that any employees, agents or subcontractors, and any other person who may have access to Personal Information held by the Contractor, are aware of the obligations of the Contractor under this Contract and undertake to not collect, access, use, disclose or otherwise deal with Personal Information except in performing their duties of employment and in accordance with this Contract.

The Contractor is to take all reasonable measures to ensure that Personal Information is protected from misuse and loss and from unauthorised access, modification, disclosure or other misuse and that only personnel necessary to fulfil the obligations under this Contract have access to the Personal Information.

The Contractor is to develop, and obtain the written approval of the Principal:

- (a) policies for the management of personal information; and
- (b) complaint handling procedures.

Each party is to immediately notify the other when a complaint is received. The Contractor acknowledges that individuals have the right to request access to, or correction of, the Personal Information held about them and the Contractor agrees to allow such access in accordance with that right.

The Contractor must not transfer Personal Information outside the Northern Territory without the prior approval of the Principal. The Contractor, in respect to Personal Information, is to immediately notify the Principal where the Contractor becomes aware of a breach of this clause or the Privacy Laws.

The Contractor indemnifies the Principal in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Contractor under this Contract.

When this Contract expires or is terminated, the Contractor must, at the Principal's discretion:

- (a) either return to the Principal all records containing Personal information;
- (b) retain any material containing Personal Information in a secure manner as approved by the Principal; or
- (c) destroy or delete any Personal Information.

SCHEDULE 1 – ANNEXURE

1. Type of Contract <i>(Clause 4.3 – Conditions of Contract)</i>	Period Contract - Fixed Scheduled Services	
2. Basis of Payment <i>(Clause 4.2 – Conditions of Contract)</i>	Schedule of Rates	
3. Contract Commencing <i>(Clause 4.3 – Conditions of Contract)</i>	1 January 2014 or Date of Acceptance if after 1/1/2014	
4. Period of Contract <i>(Clause 4.3 – Conditions of Contract)</i>	30 months	
5. Extension Option <i>(Clause 4.4 – Conditions of Contract)</i>	Further 6 x 6 month extensions	
6. Price Adjustment <i>(Clause 4.6 – Conditions of Contract)</i>	Firm Price for 12 months, then subject to annual review in accordance with Annual CPI General Index as published by the Government Statistical Office of the Country where Contractor based	
7. Principal's Representative <i>(Clause 7.1 – Conditions of Contract)</i>	Title	Director International Operations
	Agency	Tourism NT
	Address	GPO Box 1155 Darwin NT 0801
	Facsimile	61 8 8999 3920
8. The Address for service of notices is <i>(Clause 15 – Conditions of Contract)</i>	Title	Chief Executive Officer
	Address	Tourism NT PO Box 2532 Alice Springs NT 0871 Attention: Contract Manager Contract: D13-0350
9. Public Liability Insurance required <i>(Clause 22.1 – Conditions of Contract)</i>	\$10,000,000.00 AUD	
10. Performance Management Plan Required <i>(Clause 25 – Conditions of Contract)</i>	Yes	

SCHEDULE 2 – SCOPE OF SERVICES

3. SCOPE OF SERVICES

3.1 OBJECTIVE

Tourism NT (the Principal) is seeking to appoint a suitably qualified Contractor to provide comprehensive Tourism Representation services including Trade and Consumer Marketing services, Press Office services, and Digital channel management (including social media) for the Northern Territory (NT), Australia in The Americas (America and Canada). The Contractor will adopt a targeted approach to drive conversion of leisure and business events tourism product in the NT.

The Principal intends to have suitable representation, fully functional and located in America, in place from 1 January 2014. The representation company must be staffed and registered as required under American Law 2014.

3.2 BACKGROUND

3.3 Introduction

The Principal is a statutory authority of the Government of the Northern Territory of Australia. As an organisation, the Principal's core objective is to work with the tourism sector and governments across Australia to grow the value of the visitor economy in the NT to \$2.2 billion by 2020. The Principal's strategies are focused on driving incremental and sustainable growth in holiday visitation, yield and dispersal. Four strategic requirements have been identified to deliver on the growth target as follows:

- **Grow the value** of the visitor economy through embracing opportunities outside of traditional leisure sectors, delivering inspiring marketing and communications that are sales oriented and focusing on priority markets and niche segments that will provide the best return on investment (ROI) in terms of visitor growth.
- **Improve the visitor experience** to live up to the NT Brand promise, to meet the expectations of the global traveller and to deliver a holiday experience that is internationally competitive from a value perspective.
- **Work across industry and Government** to identify strategies to address the supply-side constraints of access (transport and aviation), accommodation and workforce capacity.
- **Improve business sustainability** through a better coordinated, cohesive and profitable industry that is focused on quality.

In line with these objectives, a key role of the organisation is to ensure that the NT, its key destinations, experiences and tourism products are positioned appropriately with target audiences globally, enhancing awareness and stimulating interest and desire to purchase travel to the destination through consumer campaign activities and proactive partnerships with travel distribution intermediaries. Working in partnership with the tourism industry, the Principal aims to increase conversion, whilst enhancing regional dispersal and improving yield.

To fulfil this role, the Principal undertakes marketing in Australian and selected overseas markets, which is underpinned by a common brand and working with key trade and industry partners. The Principal has 8 representative offices, which service up to 15 countries across the globe (excluding Australia). This representation is currently provided in the UK (UK / Ireland / Scandinavia / Netherlands), Central Europe (Germany / Switzerland / Austria), France, Italy, The Americas (America / Canada), Japan, China / Hong Kong, and Singapore/Malaysia.

3.3.1 Tourism and the Northern Territory

The NT is a federal territory of Australia and occupies approximately 17% of Australia's land mass. Bordered by Queensland, Western Australia and South Australia, Darwin is the NT's capital city. Despite its size the NT is home to less than 2% of Australia's population and is home to two of the world's iconic nature and culture based destinations – World Heritage listed Kakadu National Park and World Heritage listed Uluru Kata Tjuta National Park.

The NT Government places an absolute priority on tourism, recognising it as crucial to growing a bigger NT economy. In 2011-12 the visitor economy was worth approximately \$1.6 billion in Gross Value Added and provided jobs for 16,000 people in the NT directly and indirectly. The sector drives economic growth at local, regional and NT-wide levels through the creation of income, employment and investment opportunities and makes an important contribution to social and community development. A thriving tourism sector is critical to the economic health of the NT.

3.3.2 Market Prioritisation and Segmentation

The Principal's nine core geographic target markets are determined by a number of criteria contributing to current size and future potential of the market and ensure a balanced investment portfolio is maintained.

- **Build and Maintain** – Australia, United Kingdom, Germany, North America (America /Canada) and Japan;
- **High growth potential** – China (including Hong Kong) and Singapore;
- **Targeted investment** – Korea, Scandinavia, Netherlands, Switzerland, France, Italy, Taiwan and Malaysia.
- **Rest of World** – Other Europe and Rest of World.

3.3.3 How Tourism NT Markets the Destination

The NT's competitive strength as a tourist destination is providing visitor experiences that deliver a unique blend of nature and culture to attract international holiday visitors as well as niche market and experience segments including working holiday makers, business tourism and special interest travellers (e.g. trekking and photography).

Working collaboratively with the Principals Marketing Communications team using existing and planned assets and in consideration of the NT Tourism Industry, the in-market Contractors develop and implement an integrated approach to branding, positioning, conversion and advocacy activity to leverage the understanding and appeal of travel to Australia and more specifically to convert the NT's experiences and products.

This is achieved by undertaking a range of innovative destination marketing activities focused on leveraging relationships and investment through partnership activity, often with Tourism Australia (including Business Events Australia) and gateway state tourism organisations. Programs designed to overcome travel barriers to the NT include consumer facing campaigns with travel partners, trade engagement and digital, social and media management.

The Principal does not duplicate the work of Tourism Australia but rather uses this platform to showcase why travelling to the NT is an essential element of any itinerary to Australia.

3.3.4 Tourism NT's Key Drivers

The Principals current key drivers are a Push Pull 365 day customer and trade focussed strategy building on awareness and messaging to overcome the barriers to travel to the NT.

The Push focuses on campaigns with the Principal as the link between consumers and partners including Tourism distribution trade, Tourism Australia, Airlines and tourism industry.

The Pull focuses on an always on (24/7) approach to everywhere that matters providing the reasons, solutions and processes to book through relevant and appropriate channels.

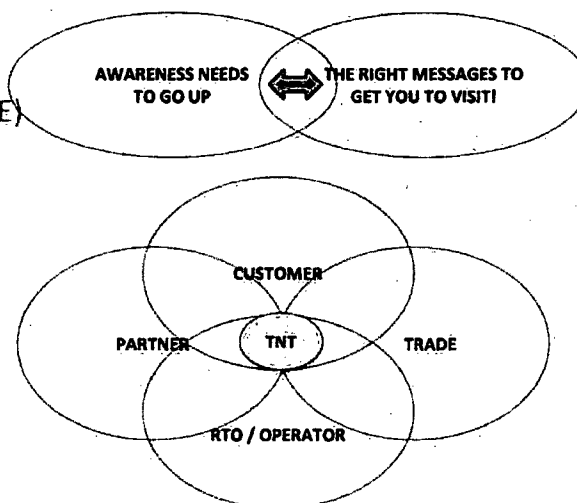
KEY DRIVERS:

365 DAY PUSH
(CUSTOMER & TRADE)



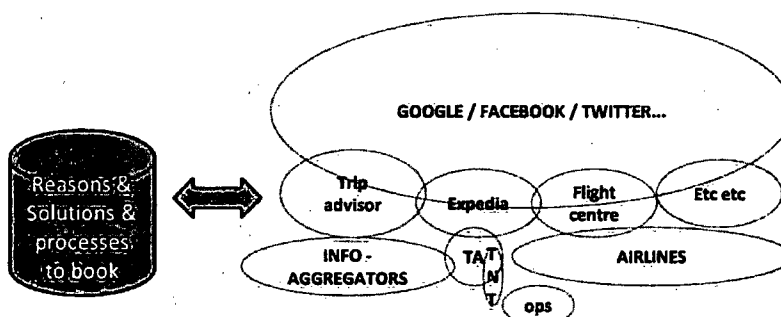
PUSH

MAXIMISED &
SINGULAR
FOCUS
CAMPAIGNS



PULL

ALWAYS ON...
EVERYWHERE THAT
MATTERS



Background to the Principal's brand development, marketing program and examples of current campaign activity are available from the Principal's websites and social media pages:

www.travelnt.com (consumer domestic)
www.australiasoutback.com (consumer international)
www.tourismnt.com.au (corporate)
www.ntconventions.com.au (Northern Territory Convention Bureau)
www.youtube.com/user/Australiasoutback
www.facebook.com/#!/northernterritoryaustralia

The Contractor is expected to deliver targeted consumer facing travel destination marketing programs and all its support requirements to aggressively grow the tourism visitation from their market place by:

- Better communicating what the NT stands for as a traveller destination;
- Effectively communicate key messages about the NT using channels of communication we know our key target segments watch, read and listen to; and
- Working with trade, media, product representation and other partners to elevate awareness of NT experiences and products to convert people's interest in the destination into actual visitation.

3.3.5 The Americas

In accordance with the Tourism NT Operational Plan, The Americas are referred to as a traditional western source market positioned in Build and Maintain.

The Principal uses a psychographic market segmentation approach to guide our marketing activity and assist to maximise ROI. Internationally the Principal use the Tourism Australia identified "Experience Seekers". Collectively these segments are referred to as "Experiential Travellers". As a group, they seek interactive travel experiences that offer opportunities for personal growth and experiences that take them out of their ordinary routines.

3.4 Requirements

The Contractor will be required to share in the Principal's strategic vision and add tangible value to the work of the Principal and the NT tourism industry. This will require the Contractor to have a solid understanding of the competitive environment and the NT brand. The Contractor will be required to develop a strategic marketing plan based on competitor analysis and consumer insights and adopt a targeted approach to drive conversion of NT tourism product from the American market place.

3.4.1 Specific Representation Contract Objectives

The Contractor will be required to:

- Analyse consumer insights to provide targeted marketing and communication;
- Gain Year on Year improvement of the Principals ROI in-market;
- Grow awareness of the NT through increased content delivered with consistent positioning messages with a clear voice and tone across all touch points;
- Prioritise conversion activity with innovative and committed distribution partners for the NT to ensure it is a key component of Australian travel itineraries;
- Leverage Tourism Australia's One Voice approach for the benefit of the NT Tourism Industry;
- Leverage Business Events Australia initiatives to maximise NT involvement in event and incentive activity;
- Drive activity to increase international visitor arrivals year on year through aviation gateway ports of Alice Springs, Yulara, and Darwin;
- Utilise existing or planned assets to improve return on investment of NT marketing dollars; and
- Provide market intelligence and industry engagement platforms to ensure the Principal and the NT Industry have a sustainable and competitive edge in the market place.

3.4.2 Representation Services

The Contractor will be required to perform the following services:

- Account management;
- Marketing services;
- Digital Channel management (including social media); and
- Press Office services.

a) Account Management Services

- Develop, implement and report on approved yearly activity plans;
- Implement governance and quality assurance processes to ensure budget management, cost efficiencies, commitment and a value for money relationship;
- Be accountable for achieving objectives and Key Performance Indicators (KPIs) and reporting against these;
- Be point of contact for NT in-market, subscribe and participate in relevant tourism events to represent the interests of the Principal;
- Provide timely feedback and recommendations on tourism issues raised in market;
- Establish an internal crisis management plan for emerging and identified risks (natural disasters, travel related critical issues);

- Provide translation services as and when requested by the Principal;
- Ensure Principal owned, earned and bought content in language is legally compliant, appropriate and current;
- Gather and impart market intelligence and trends relevant to the Principal and its operators to effectively operate in the market;
- Develop and maintain a strong alliance with relevant Australian Government organisations (Tourism Australia, Business Events Australia, State Tourism Organisations, and Austrade);
- Develop and maintain a strong alliance with relevant business organisations and airline companies and impart market intelligence and trends relevant to the Principal and its operators; and
- Provide coordination of meetings, media, and advice on Government protocol and translation services for visiting NT Government officials and Tourism NT Executive and Board.

b) Marketing Services

- Enhance the profile and positioning of destination NT and the presence of NT experiences and products in all consumer touch points including appropriate tourism distribution channels and sales programs;
- Improve ROI by utilising existing and planned assets and brand principals to extend marketing dollars;
- Manage the development and deployment of the Principal's in-market consumer facing activities and programs (Cooperative Campaigns, Digital Always on, Press Office and social media management);
- Maintain effective and strategic alliances with relevant travel supply chain partners and associations to increase key travel sellers motivation and ability to sell NT experiences and products;
- Establish influential partnerships with regional airline offices;
- Co-ordinate and conduct targeted trade training and trade familiarisation programs;
- Develop and deploy strategic sales initiatives to drive conversion;
- Provide support to NT Convention Bureau on/in business events media and market initiatives i.e. delegate boosting that are identified by Business Events Australia;
- Develop and deliver innovative programs to grow industry engagement and contribution to tourism marketing in the region;
- Influence Tourism Australia and other Australian State Tourism organisations to raise the inclusion of the NT, its offerings and travel experiences in Australian leisure and conference travel itineraries;
- Develop targeted marketing opportunities and alternative distribution channels for identified NT niche and specialist travel experiences; and
- Coordinate travel research projects as directed by the Principal.

c) Digital Channel Management Services

- Analyse social media audience, identifying media and behaviours trends that continually improve marketing and communication activity;
- Identify and enhance NT content in all relevant travel touch points;
- Identify and populate digital channels and social media networks to strengthen the NT's position as a distinctive and compelling travel offering by developing a "Digital Always on" program that ensures increasing the NT's products and experiences are present within appropriate digital channels and social media networks 24/7.

- Take responsibility for ensuring the Principal's in-market content is legally compliant and appropriate.

d) Press Office Services

- Implement, manage and leverage appropriate public relations (PR) promotions and media familiarisations (famils) to increase the awareness of destination NT and its experiences; and
- Provide Press Office Services including story pitching, editorial requests, media famil coordination, PR leverage around campaign activity and content dissemination across all relevant digital platforms.

3.4.3 Key Performance Indicators (KPI)

For the purposes of Clause 2.24 of the Conditions of Contract the Performance Management Plan will be known as the Regional Activity Calendar (RAC).

- The Principal will conduct 12 month reviews against agreed KPI's stipulated in the RAC. Timely evaluation of results and ROI is required for each activity within the RAC in the form of a close out report;
- The Contractor:
 - will be required to work with the Principal to ensure that all services delivered under the contract are delivered to an appropriate time, budget, ROI and quality to meet or exceed the needs of the Principal;
 - is expected to initiate projects applying in market expertise, without direction;
 - is expected to extend projects established by the broader Principal's group as directed; and
 - will ensure the NT brand, corporate culture and priorities of the Principal is at the fore front of all activity.

3.4.4 Communications and Travel

The Contractor is to maintain regular communication with the Principal as scheduled by the Marketing Communications Team. The Principal will at times request attendance by the Contractor to participate in face to face meetings. All reasonable travel and accommodation costs, including premium economy class airfares and four-star accommodation, will be reimbursed upon the submission of tax compliant invoices. Written prior approval of all travel and accommodation expenses must be approved by the Principal.

3.4.5 Financial Accountabilities

The Contractor:

- will be financially accountable for the entire regional budget;
- will adhere to Australian taxation guidelines which inform NT Government financial management and cash flow process and procedure;
- will manage fluctuations in exchange rates; and
- must undertake any audit requests made by NTG Treasury.

3.5 Payment Mechanism

- Further to Clause 2.25 of the Conditions of Contract the Contractor shall, unless the Contract otherwise provides, supply at its own cost and expense everything necessary for the proper completion of the Services and the proper performance of its obligations under the Contract.
- Any exchange rate calculation applied will be based on the Bureau of Exchange Rate at the advised purchase rate unless otherwise specified.

- Automatic payment of the monthly Service Rate in the currency specified in the Contract will be made monthly in arrears, with agreed expenses reimbursed upon receipt of invoices by the Principal (received by 5th of month).
- The monthly Service Rate must include all local tax, insurance requirements (i.e. employment protection, public liability and other insurance required for the countries where the Services will be carried out), vehicle and/or transport and parking related to/from work and outside of approved travel charges, office space (i.e. rent, fees associated with the lease where not provided by the Principal), all office equipment, provisions and associated costs, (i.e. computers [tablet, lap top, printers, projectors, photographic equipment, telecommunication line/call costs including mobile phones, telephone equipment, subscription costs for services i.e. digital communication subscriptions, line rental, handsets, mobile telephones], water coolers, tea and coffee, stationery, etc), preparation and delivery of media releases, translation services and provision of required reports.
- The monthly Service Rate is exclusive of collateral distribution and storage costs, travel costs (approved travel), courier costs and bank charges. These expenses shall be reimbursed upon receipt of invoices (proof of expense). Invoices shall be submitted monthly (by 5th of month) in arrears of the month that the service took place.
- Where the region in question is part of a specific Destination Australia Partnership (DAP) Agreement, this will be an exclusive expense.
- Expenditure for specific projects requested by the Contract Manager shall be invoiced within ninety (90) days of the Services taking place.
- Charges shall ensure correct accounting for all exclusive tax benefits applicable to the business expenditure of an Australian Government organisation and report on these accordingly.

3.6 Legal & Approval Authorities & Processes

- The Contractor is required to identify and collaborate with the Principal regarding the consumer protections laws relevant to their in market activity.
- An estimate and prior approval of the Principal will be required for expenditure. Process and procedure will be clarified by the Contractor.
- All campaign, activities and events over the value of AUD\$10,000 require prior approval from the Principal in the form of a signed Project Overview form prior to commencement.
- Adequate time is to be allowed for the Principal to consider the request when seeking advice or prior approval for activities. This period will be agreed between the Principal and Contractor.

3.7 Output Reporting

The Contractor must:

- keep proper and adequate electronic records, accounts and supporting documentation of work carried out in-market for reporting;
- prepare a high standard of reports on progress of activities, marketing plans and market insights, finance etc. as and when directed by the Principal; and
- use the templates or forms supplied by the Principal as requested.

SCHEDULE 3 - PERSONNEL

ACCOUNT MANAGEMENT –

Julie Averay Cuesta, VP Destination Marketing

- Twelve years at Myriad working on strategic direction and implementation for Myriad's key accounts
- Involved in the day to day supervision of the Tourism NT team for the past five years
- Extensive understanding and relationships with the travel trade, Tourism Australia and other key partners
- Oversees budget management
- An Australian who has traveled to the NT on multiple occasions

Laura Matar, Senior Account Manager

- Five years with Myriad Marketing, the past two working with Tourism NT
- Has existing day to day relationship with Tourism NT's head office team
- Extensive experience with marketing and sales initiatives across a broad range of channels both traditional and emerging
- Experience in managing numerous non-travel partnerships for clients
- Develops social media campaigns for Myriad clients and has an excellent understand of the channels and how they interact with other marketing activities
- An Australian who has traveled to the NT on multiple occasions

PR / Social Media Expert

- Position to be appointed
- Myriad is currently reviewing resumes so that in the event that the tender is awarded we can quickly fill this role
- The selected candidate will have experience in travel PR with established contacts in this area, along with social media experience across the all key social media outlets

Amanda Ladd, Account Coordinator

- As one of Myriad's newest team members Amanda has worked with Tourism NT since she started at Myriad, recently completing her first year with the team
- Her experience has included liaising with the client, trade training, planning and reporting on marketing projects, social media content development
- Has existing day to day relationship with Tourism NT's head office team
- Has traveled to the NT

MARKETING SERVICES –

Julie Averay Cuesta, VP Destination Marketing

- Lead the marketing services team to implement strategic marketing activities for Tourism NT
- Ensure activities are targeted to reach our strategic goals
- Review of reporting to ensure that opportunities are maximized and learning's are determined from all activities
- Management of budgets and partnership investments

Laura Matar, Senior Account Manager

- Works with the traditional and non-traditional distribution outlets
- Actively involved in the planning of marketing activities
- Working with trade partners to ensure we maximize new opportunities
- Day to day implementation and tracking of budgets and partnership investments

Amanda Ladd, Account Coordinator

- Works with the tactical implement including coordinating partner involvement,
- Planning trade educationals
- Reporting on marketing activities

DIGITAL CHANNEL MANAGEMENT -

Laura Matar, Senior Account Manager

- Manage the day-to-day execution of digital strategy
- Responsible for integration of digital channel activities with marketing services activities
- Identification of new digital channels and forging of partnerships for exposure

PR / Social Media Expert

- Development of content plan and campaigns for social media channels
- Activation of social media plan for key social media outlets
- Identification and relationship building with editorial partners complimenting our digital strategy

Amanda Ladd, Account Coordinator

- Liaison with distribution partners to link prospective audience with online conversion opportunities
- Support on posting, reporting
- Collating of information and ideas for social media posting

PRESS OFFICE SERVICES -

Laura Matar, Senior Account Manager

- Manage the day to day activities of the press office team
- Seek out promotional opportunities that meet with Tourism NT's PR strategy
- Work with key partners like Tourism Australia and the airlines to maximize benefits from these relationships
- Ensure press office activities are integrated with marketing services and digital channel activities

PR / Social Media Expert

- Develop relationships with targeted media outlets
- Active pitching of NT to key media
- Recruiting and coordination of press trips
- Work with key partners like Tourism Australia and the airlines to maximize benefits from these relationships

Amanda Ladd, Account Coordinator

- Support with research and reporting
- Coordination of press trips and events as needed

Myriad also has the support of a full compliment of staff in Los Angeles and New York that will be available to support the marketing and PR efforts, as well as provide additional support with office administration and accounting procedures as needed. Some key members of Myriad's additional support include:

Mike Price, Executive Vice President

- Myriad's in-house marketing services
- Australian with extensive knowledge of the Northern Territory
- Pervious head of Australian Pacific Tours/AAT Kings in North America

Asher Hung, VP, Creative Director

- Over 15 years experience at Myriad provide creative solutions for our clients
- Oversees Myriad creative team
- Provides direction and creative input into Tourism NT's creative delivery in market

Jaclyn Gaffaney, Senior Account Executive

- Link between Tourism NT's North American team and the Myriad creative team
- Extensive knowledge of brand strategies
- First hand knowledge of the Northern Territory
- Been with Myriad for six years

Baltazar-Rau, Office / Accounting Manager

- Experienced in Tourism NT accounting procedures and reporting
- Been with Myriad for ten years
- Oversees client billing and financial reporting

SCHEDULE 4 - RATES**1. COST OF SERVICES**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	RATE (per month including any tax applicable)	EXTENDED AMOUNT PER ANNUUM (including any tax applicable (monthly rate x 12))
1.1	Account Management	7	days per month	US \$ 4,760	\$57,120
1.2	Marketing Services (including trade engagement, campaign development and execution)	11	days per month	US \$ 6,600	\$79,200
1.3	Digital Channel Management (including social media)	11	days per month	US \$ 6,600	\$79,200
1.4	Press Office Services	11	days per month	US \$ 7,040	\$84,480
				Total	US \$ 300,000

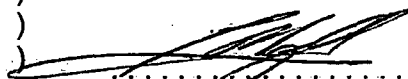
2. ADDITIONAL SERVICES

ITEM	DESCRIPTION	QTY	UNIT	RATE (per hour including any tax applicable)
2.1	Project specific services as and when requested (not covered under 1 above)	1	Per hour	US \$100

SIGNING PAGE

Executed by the parties as a Contract:

SIGNED by Tony Mayell for and on behalf)
of **TOURISM NT** pursuant to the *Tourism*)
NT Act in the presence of:)



Signature



Signature of Witness

12/12/13
Date

Karen Bennett

Name of Witness

SIGNED for and on behalf of **Myriad**)
Creative Inc by a duly authorised officer in)
the presence of:)

Signature of Witness

Signature of Duly Authorised Officer

Name of Witness

Name of Duly Authorised Officer

Date



18 December 2013

Myriad Creative Inc
6033 W Century Boulevard
Suite 900
Los Angeles, CA 90045
USA

Attention: Al Merschen

Dear Al

NOTICE OF ACCEPTANCE

**RE: CONTRACT NO: D13-0340
INTERNATIONAL REGIONS – PROVISION OF FULL TOURISM
REPRESENTATION SERVICES FOR TOURISM NT IN THE AMERICAS
PERIOD: 01 January 2014 to 30 June 2016**


On behalf of Tourism NT, your offer dated 3 December 2013, in accordance with Request for Tender No D13-0340, is hereby accepted. Once the attached Contract for Services – International Services is signed by a duly authorised officer on behalf of Myriad Creative Inc, the contract will be formed.

The Principal Representative for this contract is Suzanne Morgan, Director International Operations, Tourism NT, contactable on +61 8 8999 6059, at GPO Box 1155 Darwin NT 0801, by email suzanne.morgan@nt.gov.au or facsimile +61 8 8999 3920.

Please return the signed contract, along with the contact details of the appointed Contractor's Representative (in accordance with section 11 on the contract), to the Principals Representative no later than 27 December 2013.

Enquires and requests relating to the day to day administration of the contract are to be referred in writing to the Principals Representative named above.

Yours sincerely


Noelene Biddell
Chief Financial Officer

Global Representation
Asia, Europe, Japan
United Kingdom
United States of America

ABN 17 435 764 236